

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CHICKEN SOUP FOR THE SOUL
ENTERTAINMENT INC, *et al.*,¹

Debtors.

Chapter 7

Case No. 24-11442 (MFW)

(Jointly Administered)

**STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT
TO 11 U.S.C. § 362(d)(1)**

Sheetz, Inc. (“**Sheetz**”), by and through its undersigned counsel, and George L. Miller, Chapter 7 Trustee for the estate of Redbox Automated Retail, LLC (“**Trustee**”), by and through counsel, hereby file this Stipulation permitting the modification of the automatic stay to allow Sheetz to remove, destroy and/or otherwise dispose of the single remaining Kiosk, and any and any other Kiosk appurtenances which may remain on Sheetz’ premises, owned by Debtor Redbox Automated Retail, LLC (“**Debtor**”), and support thereof state as follows:

RECITALS

- A. On June 29, 2024 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
- B. On July 10, 2024, the Court entered an order converting the Debtor’s chapter 11 case to a chapter 7 case under the Bankruptcy Code. See Docket No. 120.

¹ The Debtors in these chapter 7 cases, along with the last four digits of each Debtor’s federal tax identification number (where applicable), are: 757 Film Acquisition LLC (4300); Chicken Soup for the Soul Entertainment Inc. (0811); Chicken Soup for the Soul Studios, LLC (9993); Chicken Soup for the Soul Television Group, LLC; Crackle Plus, LLC (9379); CSS AVOD Inc. (4038); CSSESIG, LLC (7150); Digital Media Enterprises LLC; Halcyon Studios, LLC (3312); Halcyon Television, LLC (9873); Landmark Studio Group LLC (3671); Locomotive Global, Inc. (2094); Pivotshare, Inc. (2165); RB Second Merger Sub LLC (0754); Redbox Automated Retail, LLC (0436); Redbox Entertainment, LLC (7085); Redbox Holdings, LLC (7338); Redbox Incentives LLC (1123); Redwood Intermediate, LLC (2733); Screen Media Films, LLC; Screen Media Ventures, LLC (2466); and TOFG LLC (0508). The Debtors’ corporate headquarters and service address is 132 East Putnam Avenue, Floor 2W, Cos Cob, CT 06807.

C. On July 11, 2024, the Trustee was appointed. *See* Docket No. 130.

D. As set forth more fully in Sheetz' proof of claim (Claim No. 393) (the "**Proof of Claim**"), prior to the Petition Date, on December 12, 2018, Sheetz entered into an Agreement with Redbox, whereby Redbox installed Redbox-branded Media Kiosks ("**Kiosks**") at certain convenience store properties in exchange for quarterly commission payments based on each Kiosk's rental revenue (as amended, the "**Operating Agreement**"). (Proof of Claim, Ex. 1, 2).

E. Redbox defaulted under the Operating Agreement, and as a result, Sheetz terminated the Operating Agreement effective as of November 3, 2023. (Proof of Claim, Ex. 3, 4).

F. On February 29, 2024, Sheetz filed a Complaint against Redbox in the United States District Court for the Northern District of Illinois, Case No. 24-cv-1693 (the "**District Court Action**") asserting counts for Declaratory Judgment, Breach of Contract, Account Stated, Trespass, and Unjust Enrichment

G. On May 13, 2024, Sheetz and Redbox entered into a settlement in the District Court Action requiring, *inter alia*, that Redbox remove all remaining Kiosks from Sheetz' property and return the premises in good clean condition with repair of any bolt holes due to Kiosk Removal within thirty (30) days. Failure to comply would result in the entry of a consent judgment against Redbox and in favor of Sheetz.

H. Prior to the Petition Date, Redbox removed most, but not all, of the Kiosks from Sheetz locations. One Kiosk remains on Sheetz' property. That Kiosk is identified as Kiosk No. 68227, which was associated with Store No. 248, and is currently in storage at 854 Bedford Street, Claysburg, PA 16625. (Proof of Claim, ¶¶ 13, 14).

I. Sheetz continues to work with its sixty-four (64) locations where the Kiosks were

removed to detach and/or grind bolts left protruding from the sidewalk and/or repair bolt holes remaining from the Kiosk removals. This effort remains ongoing. (*Id.*, ¶ 17).

J. Sheetz has requested, and the Trustee has agreed, to stipulate to relief from the automatic stay to permit Sheetz to remove, destroy and/or otherwise dispose of the one remaining Kiosk, and any other Kiosk appurtenances which may remain on Sheetz' premises.

NOW, THEREFORE, it is hereby stipulated and agreed as follows:

1. The recitals set forth above are true and correct.
2. Pursuant to 11 U.S.C. § 362(d)(1), there is sufficient cause to modify the automatic stay to allow Sheetz, in its discretion, to remove, destroy and/or otherwise dispose of the remaining Kiosk, and all Kiosk appurtenances, that remain on Sheetz' premises more than seven days after approval of this Stipulation by the Court.
3. Sheetz is authorized to take all actions necessary to remove, destroy and/or otherwise dispose of the remaining Kiosk, and all Kiosk appurtenances, that remain on Sheetz' premises more than seven days after approval of this Stipulation by the Court.
4. The 14-day stay under Bankruptcy Rule 4001(a)(3) is waived.

So stipulated and agreed:

Date: Wilmington, DE
September 13, 2024

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